XIX

1937.

C.F.

Department of Revenue

OFFICE Bombay

STATION Madras

Diary No. 593

Dated 15-2-37

Pages in the file

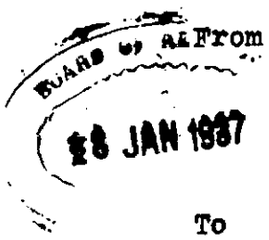
(SUBJECT.)

Shirvaikar — Land Revenue - (Salcete)
Coondapoor Taluk - Basrur village
S.No. 151/2 A 2 - School garden - alleged
the Basrur Hindu School Association
encroached -

B34

Ref.B3-3842-36. South Kanara Collector's Office,

Mangalore, dated 15 - 1 - 1937.



From

A. D. Crombie, Esquire, C.I.E., I.C.S.,

Collector of South Kanara.

To

The Secretary,

Board of Revenue,

M a d r a s.

Sir,

Alienation - Land and Revenue - Coondapoor Taluk -Basrur village - S.No. 151/2A2 - School building, playground and garden - The Basrur Hindu School Association - Recommended.

I request that the Board may be pleased to sanction the alienation of land and revenue in respect of S.No. 151/2A2 of Basrur in favour of the Basrur Hindu School Association for the purposes of a school and of a playground and garden attached to it.

2. The plot measures 2 acres and was separated and sub-divided from S.No. 151/2A of Basrur which measured 9.46 acres and stood registered as Maidan Poramboke. S.No.151/2A2 has already been transferred from Poramboke and assessed at the dry rate of Rs. 2 per acre in view of the proposed alienation. The school is a permanently recognised one and the Director of Public Instruction has recommended the alienation in his R.C.No. 1941-B-3 dated 20-6-35 (copy enclosed). The Council of the Association in its resolution dated 14-12-36 (copy enclosed) has agreed to abide by the conditions offered by me, a copy of which is also enclosed.

3. There is a B.E.M. Elementary school nearby at Basrur and the Manager of that school objects to this alienation as he is afraid that the Hindu school if too near may attract students away from the Mission school. To remedy this grievance, I have added a special condition (included as condition No.13) at the

instance of the Sub Collector, Coondapoor. No further action is necessary about the objection.

4. No seigniorage fee has to be levied in this case as there is no tree growth on the plot.

5. The Hindu School Association has been registered under Act XXI of 1860. I enclose applications for the alienation of land and land revenue with an eyesketch.

M.B-5-4
P154

9-1-37

For Collect

16.1.37

Application for the alienation of Land in which the ------- proprietary right belongs to the State.

District - South Kanara.

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1. Description and area.	S.No.151/2A2 of Basrur village in Coondapoor Taluk measuring 2 acres.
2. Market value.	Rs.100/-.
3. Alienees and purpose of alienation.	'The Basrur Hindu School Association' Basrur for the purpose of school building, playground and garden.
4. Collector's remarks.	Recommended.

South Kanara Collector's Office,
Mangalore, 15th January 1937.

16.1.37

For Collector.

16/1.37

5

Application for the alienation of Land Revenue payable to Government.

District - South Kanara.

---

1. Description and area.	S.No.151/2A2 measuring 2 acres in Basrur village, Coondapoor Taluk.
2. (a) Annual assessment.	Rs.4/-.
(b) Capitalised value (25 times assessment or ground rent).	Rs.100/-.
3. Alienees and purpose of alienation.	'The Basrur Hindu School Association', Basrur for the purpose of school building, playground and garden.
4. Collector's remarks.	Recommended.

South Kanara Collector's Office,
Mangalore, 15th January 1937.

16.1.37
For Collector.

16/1/37
16.1.37

PROCEEDINGS OF THE DIRECTOR OF PUBLIC INSTRUCTION.

H. Champion Esquire, M.A.

R.C.No.1941/b/34 dated 20 - 6 - 1935.

Application dated 5-6-'34 from the Manager, Hindu School Association, Basrur, for alienation of S.F.151/24 of Basrur village for purpose of school building.

F o r w a r d e d.

2. The alienation of the site applied for is recommended -- subject to the following conditions:

(a) That only standards 4 and above of the Hindu Higher Elementary School are accommodated in the new building to be erected on the site now applied for alienation, and after the new building is constructed.

(b) that standards 1, 2 and 3 of the school are continued in the existing building and worked as junior to or a branch school of the Higher Elementary school.

Sd/- x x x

For Director of Public Instruction.

To

The District Collector, South Kanara, Mangalore.

Copy to the District Educational Officer, South Kanara, with reference to his R.C.459 D/34 dated 4-6-35.

(True copy)

16.1.37

For Collector.

16.1.37

4

Extract from the Proceedings of the meeting of the Council of the Basrur Hindu School Association, held under the presidentship of M.R.Ry. B. Shankrayya Shetty, Avl., on 14.12.36 at 4.30 P.M. in the Hindu Higher Elementary School, Basrur.

Present:-

1. x x
2. x x
3. x x
4. x x
5. x x

Read letter Ref.B3-3842-36 dated 10th December 1936 from the Collector of South Kanara, requiring the Council to send -- a resolution agreeing to abide by the conditions therein enclosed, in respect of the alienation of S.No.151/2A2 of Basrur ----- village.

The Council agrees to abide by the conditions.

x x x x

(sd) B. Shankrayya Shetty,
(in Canarese)
President.

(True extract)

(sd) B. Hirianna Shetty,
(in Canarese)
Manager.(21-12-36)

(True copy)

16.1.37
For Collector.

16-1-37

Conditions.

The land comprised in S.No. 151/2A2 of Basrur village, Coondapoor Taluk, measuring 2 acres shall be used for the purpose of a school, school-garden and playground attached to the school and for no other purpose. About 20 cents shall be used for the school building; 50 cents for the garden with well and the remaining 1.30 acres for the playground.

2. The school building shall be constructed within two years and the schoolgarden with well and playground laid out within the same period from the date of the grant.

3. No building shall be constructed on the land set apart for the playground and garden and no other building shall be constructed on the land set apart for the school without the previous permission of the Collector of South Kanara.

4. The grantee shall maintain the building (after its construction in accordance with paragraph 2) in good condition. Such repairs as the Collector may consider necessary from time to time shall be executed by the grantee within such time as the Collector may fix and to his satisfaction. In the event of default, the repairs shall be carried out by the Collector and the cost thereof recovered from the grantee.

5. The school shall be open to members of all classes including the Depressed Classes.

6. The Government may resume the land wholly or in part with any buildings thereon if the school is not recognised or if the recognition once granted is subsequently withdrawn or in the event of infringement of any of the conditions of the grant. In the event of such resumption, no compensation shall be payable for any improvements that may have been effected, or other works that may have been executed in the land by the grantee. If there are buildings on the land the Government may direct the grantee to remove them.

7. The Government may resume the land wholly or in part with any buildings thereon, if in the opinion of the Government the land is required for a public purpose or for conducting mining operations.

8. In the event of resumption under condition 7, if there are buildings on the land, the Government may at their option either -

(a) purchase the buildings; or

(b) direct the grantee to remove the buildings.

9. In the event of the resumption of the land follow the purchase of the buildings under condition 8 or in the event of the acquisition of the land for any reason, the compensation payabl for buildings or other improvements shall in no case exceed the initial cost or the value at the time of resumption or acquisition, whichever may be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. But in no circumstances shall any compensation be paid by the Government in respect of buildings already existing now or in respect of buildings constructed in contravention of condition 3. The amount of any grant which may be made by Government towards the cost of any buildings shall be deducted from the compensation payable to the alienee.

10. In the event of the grantee refusing to remove the buildings when so directed under conditions 6 or 8, the Government may remove them and realise the cost of the removal by the sale of the materials.

11. In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or for works that may have been executed on the land by the grantee.

12. The exemption from payment of assessment or ground rent as the case may be will remain in force only so long as no fees are charged for tuition and full assessment or ground rent as the case may be, will be levied if at any time fees are charged.

13. The classes below the 4th standard shall not be located on the land as long as the B.E.M. Elementary School, Basrur ----- functions at its present site.

R. F. XVII-26—259,635—12-3-54

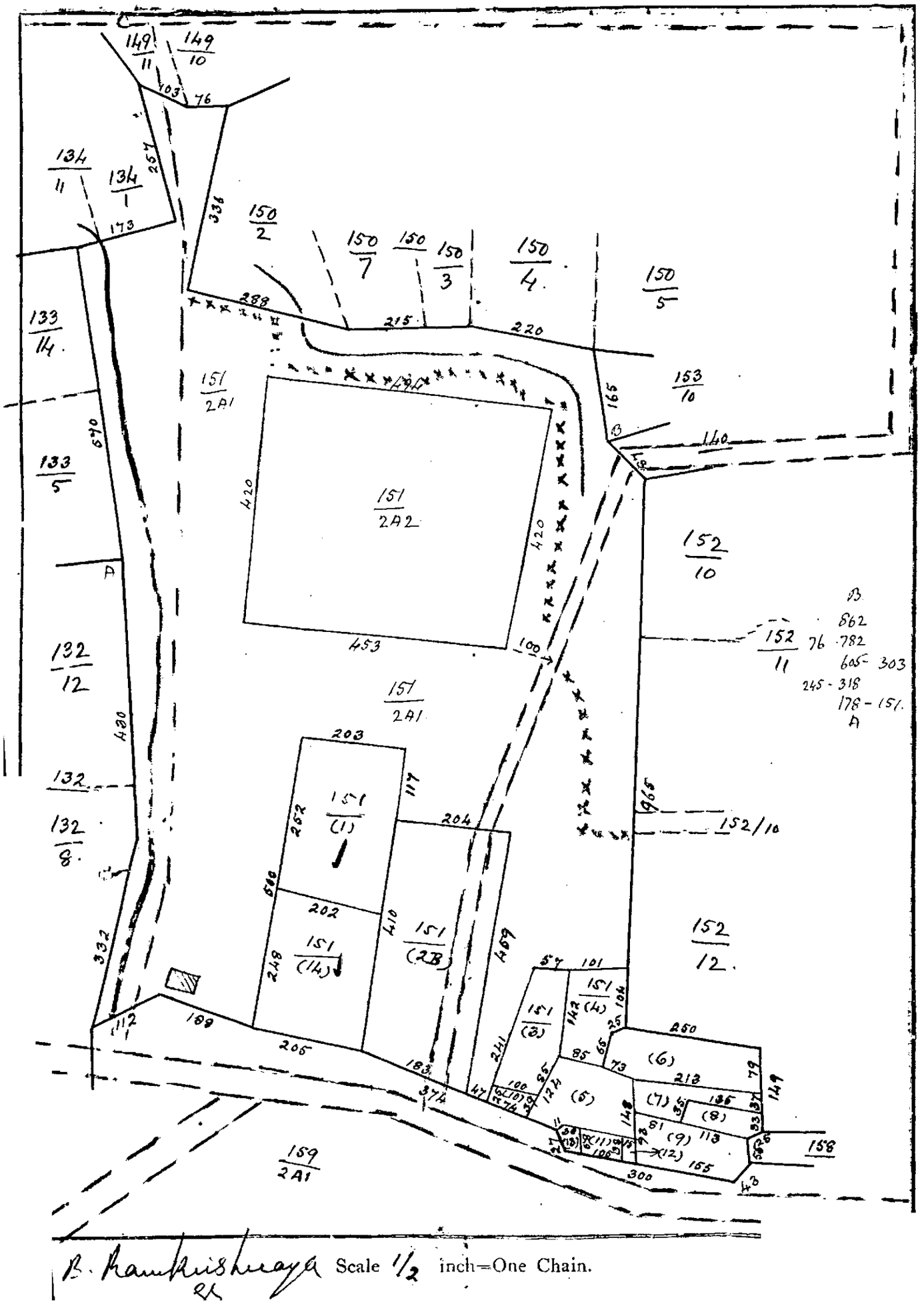
R.F. XVII-26.

District South Kanara.

Village { No. 62
Name Basrur.

Taluk Coondapur. Erdakeri

Field No. 154/2A. Area Acres



B. Ramkrishnaya

Scale 1/2 inch=One Chain.

R. F. XVII-33 — 12-8-36.

15 / 33

Village { No. / Name

Field No. Index

Area Acres

Acres

Field No.	Whether a registered holding or a portion thereof	If a registered holding: no. & name of the regd. holder.	Name of the predecessor in title	Extent in Acres or Cents	If a portion, name of the registered holding	Remarks.
2A1	Por.		—	—	Kaipadi (Plain).	
2A2	do	—	—	—		Plot subdivided for being added to the Hindu High Elementary School
1	Holding	103 The General Agent of the Basel Evangelical Mission	—	Hos		
14	do	do	—	kad.		
2B	do	8pt 1. The President of the Board South Kanara.	—	—		Alienated to the Bd. Board for the Of the weekly market.
2	do	202 Basavashetty Subbarao	—	Hos		
7	do	do	—	kad.		
3	do	376 Devadiga Venkatta	—	do		
4	do	67 Subrahmanya Thirtha Swamiar of Kavimutt	—	do		
5	do	202 Basavashetty Subbarao	—	Hos		
10	do	57 Rama Peramika	—	do		
1	Por.	—	—	—		
10	Holding	67 Subrahmanya Thirtha Swamiar of Kavimutt	—	kad		
11	do	do	—	do		
12	do	do	—	do		
10	do	22. B. Sankaraya Shetti	—	do		
11	do	8 Puttamma Shetti	—	do		
1	do	22 B. Sankaraya Shetti	—	do		
11	do	315 B. Vittal Shetti	—	Hos		
5	do	157 B. Muthaya Shetti	—	kad.		
14	do	151 B. Hirianna Shetti	—	do		
8	do	22. B. Sankaraya Shetti	—	do		
12	do	284 Putta alia Annappa Poonjaya.	—	Hos		
2A1	Por	—	—	—		
x x x x x						Earthen mound.
						Footpath.
						Road.
						Ditch along which rain water passes
						Cattle pound.

29.8.36

Revenue Inspector.

17 -3

Ref.B3-3842-36. South Kanara Collector's Office,

Mangalore, dated 15 - 1 - 1937.

From

A. D. Crombie, Esquire, C.I.E., I.C.S.,

Collector of South Kanara.

To

The Secretary,

Board of Revenue,

M a d r a s.

Sir,

Alienation - Land and Revenue - Coondapoor Taluk -Basrur village - S.No. 151/2A2 - School building, playground and garden - The Basrur Hindu School Association - Recommended.

I request that the Board may be pleased to sanction the alienation of land and revenue in respect of S.No. 151/2A2 of Basrur in favour of the Basrur Hindu School Association for the purposes of a school and of a playground and garden attached to it.

2. The plot measures 2 acres and was separated and sub-divided from S.No. 151/2A of Basrur which measured 9.46 acres and stood registered as Maidan Poramboke. S.No.151/2A2 has already been transferred from Poramboke and assessed at the dry rate of Re. 2 per acre in view of the proposed alienation. The school is a permanently recognised one and the Director of Public Instruction has recommended the alienation in his R.C.No. 1941-B-34 dated 20-6-35 (copy enclosed). The Council of the Association in its resolution dated 14-12-36 (copy enclosed) has agreed to abide by the conditions offered by me, a copy of which is also enclosed

3. There is a B.E.M. Elementary school nearby at Basrur and the Manager of that school objects to this alienation as he is afraid that the Hindu school if too near may attract students away from the Mission school. To remedy this grievance, I have added a special condition (included as condition No.13) at the

instance of the Sub Collector, Coondapoor. No further action is necessary about the objection.

4. No seigniorage fee has to be levied in this case as there is no tree growth on the plot.

5. The Hindu School Association has been registered under Act XXI of 1860 and the alienation is unobjectionable. I enclose applications for the alienation of land and land revenue with an eyesketch.

16.1.37

For Collector.

16.1.37

19

Application for the alienation of Land in which the ------- proprietary right belongs to the State.

District - South Kanara.

---

1. Description and area.	S.No.151/2A2 of Basrur village in Coondapoor Taluk measuring 2 acres.
2. Market value.	Rs.100/-.
3. Alienees and purpose of alienation.	'The Basrur Hindu School Association' Basrur for the purpose of school building, playground and garden.
4. Collector's remarks.	Recommended.

South Kanara Collector's Office,
Mangalore, 15th January 1937.

16.1.37
For Collector.

16/1/37

21

Application for the alienation of Land Revenue payable to Government.

District - South Kanara.

---

1. Description and area.	S.No.151/2A2 measuring 2 acres in Basrur village, Coondapoor Taluk.
2. (a) Annual assessment.	Rs.4/-.
(b) Capitalised value (25 times assessment or ground rent).	Rs.100/-.
3. Alienees and purpose of alienation.	'The Basrur Hindu School Association', Basrur for the purpose of school building, playground and garden.
4. Collector's remarks.	Recommended.

South Kanara Collector's Office,
Mangalore, 15th January 1937.

16-1-37
For Collector.

16-1-37

Conditions.

The land comprised in S.No. 151/2A2 of Basrur village, Coondapoor Taluk, measuring 2 acres shall be used for the purpose of a school, school-garden and playground attached to the school and for no other purpose. About 20 cents shall be used for the school building; 50 cents for the garden with well and the remaining 1.30 acres for the playground.

2. The school building shall be constructed within two years and the schoolgarden with well and playground laid out within the same period from the date of the grant.

3. No building shall be constructed on the land set apart for the playground and garden and no other building shall be constructed on the land set apart for the school without the previous permission of the Collector of South Kanara.

4. The grantee shall maintain the building (after its construction in accordance with paragraph 2) in good condition. Such repairs as the Collector may consider necessary from time to time shall be executed by the grantee within such time as the Collector may fix and to his satisfaction. In the event of default, the repairs shall be carried out by the Collector and the cost thereof recovered from the grantee.

5. The school shall be open to members of all classes including the Depressed Classes.

6. The Government may resume the land wholly or in part with any buildings thereon if the school is not recognised or if the recognition once granted is subsequently withdrawn or in the event of infringement of any of the conditions of the grant. In the event of such resumption, no compensation shall be payable for any improvements that may have been effected, or other works that may have been executed in the land by the grantee. If there are buildings on the land the Government may direct the grantee to remove them.

7. The Government may resume the land wholly or in part with any buildings thereon, if in the opinion of the Government the land is required for a public purpose or for conducting mining operations.

8. In the event of resumption under condition 7, if there are buildings on the land, the Government may at their option either -

(a) purchase the buildings; or

(b) direct the grantee to remove the buildings.

9. In the event of the resumption of the land followed by the purchase of the buildings under condition 8 or in the event of the acquisition of the land for any reason, the compensation payab for buildings or other improvements shall in no case exceed the initial cost or the value at the time of resumption or acquisition whichever may be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. But in no circumstances shall any compensation be paid by the Government in respect of buildings already existing now or in respect of buildings constructed in contravention of condition 3. The amount of any grant which may be made by Government towards the cost of any buildings shall be deducted from the compensation payable to the alienee.

10. In the event of the grantee refusing to remove the buildings when so directed under conditions 6 or 8, the Government may remove them and realise the cost of the removal by the sale of the materials.

11. In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or for works that may have been executed on the land by the grantee.

12. The exemption from payment of assessment or ground rent as the case may be will remain in force only so long as no fees are charged for tuition and full assessment or ground rent as the case may be, will be levied if at any time fees are charged.

13. The classes below the 4th standard shall not be located on the land as long as the B.E.M. Elementary School, Basrur ----- functions at its present site.

16-1-57

2

Alienation - Land & Revenue - ~~Buildings~~ -
(S. Kanara) : Coondapoor Taluk
Basrur Village ~~Town~~ - S.No. 151/2A2 - School, garde
~~Recommended~~ Sanctioned. & playground - The Basrur Hindu School
Association - Sanctioned.

B 319/37 - Q

~~REFERENCE.~~
RESOLUTION (Mis) 593 of 15.2.37

~~At the instance of the Collector of~~

The Board ~~recommends~~ sanctions the alienation of the plot of land comprised in S.No. 151/2A2 ——— of Basrur village Coondapoor taluk measuring Ac. 2.00 ——— in favour of ~~the Basrur~~ Basrur Hindu School Association for use as the site of the School, garden and playground as ~~per~~ per details noted in the margin ⊗ in his proceedings No. R C 1941/6/34 of 20.6.35 ~~the Dy. of Police Instruction~~ recommended the alienation of the land subject to the condition that no classes below the 4th Standard shall not be located on the building proposed to be built on the land under reference and the Collector has recommended to impose this condition in the order sanctioning the alienation, in order to safeguard the interests of the Mission School near by. The Board observes that the Rev. dept.

O.T.C.

Purpose	Extent
⊗ School	20 cents.
Garden	30 cents.
Playground	Ac. 1.30 cents

Issue
15/2.

is mainly concerned with the alienation of the land for the purpose of the school. The Education Dept should seek other methods, in exercise of the powers vested in it for recognition, aid etc to eliminate unhealthy competition if any, between the two schools instead of getting the Rev Sect to do this indirectly by the Education Dept

Condition (13) of the conditions of alienation has accordingly been deleted.

2. The alienation will be free of charge for the occupancy right and free of assessment ~~ground-rent~~ but subject to ~~assessment~~ ground-rent which will be ~~liable to revision at every resettlement and subject to the payment of Rs. being the value of the trees standing on the land and subject also to~~ the following conditions to which the alienee has agreed:-

(1) The land shall be used as the site of School garden and play ground and for no other purpose.

(2) The School building shall be constructed and the garden & playground laid out within two years from the date of the grant

(3) No other building shall be constructed on the land set apart for the School ~~land~~ without the previous permission of the Collector of the district.

no building shall be constructed on the extent set apart for garden & playground

(4) The School shall be open to members of all castes and communities.

P.T.O

(5) The Government may resume the land wholly or in part with any buildings thereon, in the event of the infringement of any of the conditions of the grant or if the resumption is otherwise authorized. In the event of such resumption no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee (and the grantee shall not be entitled to the repayment of any amount that may have been paid to the Government for the grant). If there are buildings on the land the Government may direct the grantee to remove them.

(6) The Government may resume the land wholly or in part with any buildings thereon if in the opinion of the Government the land is required for a public purpose, or for conducting mining operations. (In the event of such resumption or in the event of the acquisition of the land for any reason, the compensation payable for the land and trees shall in no case exceed the amount paid for them by the grantee or their value at the time of resumption or acquisition whichever may be less).

(7) In the event of resumption under condition (6) if there are buildings on the land the Government may at their option either,

(a) purchase the buildings, or

(b) direct the grantee to remove the buildings.

(8) In the event of the resumption of the land followed by the purchase of the buildings under condition (7) (a) or in the event of the acquisition of the land for any reason, the compensation payable for buildings or other improvements shall in no case exceed ~~(the amount paid for them by the grantee at the time of alienation~~

~~or~~

~~or their value at the time of resumption or acquisition, whichever may be less, together with)~~ the initial cost or the value at the time of resumption or acquisition, whichever may be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. But in no circumstances shall any compensation be paid by the Government in respect of buildings constructed in contravention of condition (3).

(9) In the ever
the buildings when so directed under condition (5) or (7) (b) the Government may remove them and realise the cost of removal by the sale of the materials.

(10) In the event of the voluntary relinquishment of the land by the grantee no compensation shall be payable for any improvements that may have been effected or for works that may have been executed on the land by the grantee or (and the grantee shall not be entitled to the repayment of any amount that may have been paid to the Government for the grant).

(11) The exemption from the payment of assessment will remain in force only so long as no fees are charged for toddy and such assessments or grounds as the case may be, will be levied at any time fees are charged or if any net income is derived from the grant.

6.2.34.

P.T.O

To the Secretary to Government, Revenue Department

with alienation statements (pages to be copied and sent) and sketches pages in original.

To the Collector of .....

1c 1 B4 9.

On the representation of the Managers of the B.E.M. Elementary School that the alienation of the land required by the Basrur Hindu School Association might attract students away from the Mission school the Civil Surgeon has suggested the imposition of a special condition that the classes below the 4th standard shall not be located on the land as the B.E.M. Elementary School, Basrur, functions at present site. The Dir. of Public Instruction has also recommended the alienation subject to a similar condition. The Rev. Deptt. is concerned with the alienation of the land for the purpose of a school. If the need for a school is genuine (as appears from its recognition) the Board considers that the Rev. Deptt. which is dealing only with the alienation of the site cannot dictate its policy even though the suggestion comes from the Education Deptt. That Deptt. should seek to eliminate unhealthy competition by the exercise of powers vested with that department for recognition, aid etc. and not seek the aid of the Rev. Deptt. to do it indirectly by the imposition of the special condition in the order of sanctioning the alienation of the land. For the Civil Surgeon the Board considers it unnecessary to include the special condition suggested by him. It has accordingly been omitted in the order of the Board sanctioning the alienation.

18/7/35

15/8/35

To The Civil Surgeon, S. Kanara

Note file

Alienation - Land Revenue - (S. Kanara) - Coondapoor Taluk - Basrur Village - S. No 151/2 A2 - School - Playground - garden with well - Basrur North School Alienation.

A-1-J
A-1(2)

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ff 1-2 cf B 319/37
DDI(CR)

Please see the Collector's letter at pages 1-2 cf, and the sketch at page 15 cf.

2. The manager of the Mission School which is situated in S.No 151/1 and 14 objects to the alienation as the strength in that school will be affected if a third school is constructed near by. The Collector has therefore suggested a condition - Condition 13 - to be included in the order of the grant. This has been accepted by the proposed alienee. But it is for consideration whether the objection is a valid one and whether the proposed condition need be included in the order sanctioning the alienation. The Director of Public Instruction has also suggested this Condition. This is presumably from the point of view of the accommodation available in the proposed buildings.

Condition 4 agreed to by the proposed alienee as is usually imposed when building are also alienated. It does not appear necessary to impose this condition on a

[M to direct at p15 cf]

p13 cf

p9 cf

p7 cf

p11 cf

present case. It is for orders whether this condition may be omitted. The proposed alienation intends to construct a well in the extent set apart for the garden. The Collr has not proposed to include it in the purpose of alienation. It is perhaps unnecessary for us. Therefore conditions relating to a well need not be imposed. WS 2.2.37

3/ The proposals are therefore in order. The reduced value of the land is Rs 200/- and is within the sanctioning powers of the Dist Board. The alienation may be sanctioned.

For orders.

Condition 4 may be deleted.
Condition 13 may be retained.

KR 6.1.37
SLS 30/1/37

The alienation may be sanctioned

WS 2.2.37

A.J.S. 4/2.2.37

M/S I doubt the validity of the proposed condition 13. I am only concerned with the alienation of the land for the purpose of a school. If the need for a school is genuine (as appears from its recognition), I do not see how we, dealing only with the alienation of the site, can dictate its policy even though the suggestion comes from the Educl Deptt.

M/S

M.I.

AA 3/2

I agree that Condn 13 shd be deleted. The Educl Deptt shd seek other methods to ensure suitable competition than use the Revl Deptt as a tool for

to purpose. If to remedial expenditure proposals of the D.A.I to split a sixpence the school between two buildings' fees apart from each other are sound - I doubt it, however - he should impress them by the exercise of powers vested in his department for recognition, and do not put the Rent dept to the trouble of dividing for him.

S. L

I agree

AS(R)

To A-S (CR)

Do as submitted.

6.2.37

15-2-37

12/2/37